IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.80 OF 1995

Shri.Suryakant Kashiram Rane,)
aged about 50 years, of Bombay,)
Indian Inhabitant, residing at)
Utkarsha Nagar, Jangal Mangal)
Road, Near Ahilya Vidyalaya,)
Jeevan Jyot Cooperative Housing)
Society, Room No.2, Bhandup (W),)
Bombay-400 078.) ..PETITIONER.

Versus

1. Union of India, through)
Ministry of Communication,)
New Delhi.)

2. The Post Master General,)
General Post Office,)
Bombay-400 001.)

3. The Senior Post Master,)
Girgaum Post Head Office,)
Girgaum, Bombay-400 004.) ..RESPONDENTS.

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Mr.Bapat i/b. K.S.Dewal, Advocate for the Petitioner.

Ms.S.V.Bharucha with R.C. Master, Advocates for Respondents-Union of India.

Mr.A.P.Srivastava, Post Master General, Mumbai Region, present in-person.

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CORAM : **DR.S.RADHAKRISHNAN AND SMT.V.K.TAHILRAMANI,JJ.**

DATED : **DECEMBER 21, 2006.**

JUDGMENT: (PER SMT.V.K.TAHILRAMANI,J.)

1. This Petition filed under Article 226 of the Constitution of India impugns the communication dated 21.10.1993 issued by respondent No.3 i.e. the Senior Post Master, Mumbai, which was addressed to the petitioner.

2. The petitioner was employed in the Girgaum Post Office as Postal Assistant. In the year, 1986 when the Government of India had launched sale of "Indira Vikas Patra" (hereinafter referred to as "IVP", for brevity), the petitioner was assigned the responsibility of sale of these IVPs

in the denomination of Rs.250/- to Rs.500/- in the month of November, 1986. On 19.11.1986 the sale of IVPs was started and the petitioner performed his duty for about three hours from 11:00 a.m. onwards. While selling the IVPs, the procedure followed was that the Counter Clerk received the cash, counted it and handed it over to the petitioner who in turn would issue the IVPs for the said amount. The Supervisor would enter the details of the certificates in the register including the number, date etc., and thereafter pass on the said certificates to the purchaser.

3. At the end of day while going through the Supervisor’s register, it was noticed that as against amount of Rs.2000/- received by the petitioner, instead of 4 IVPs of Rs.500/- each, the petitioner had handed over 40 IVPs bearing Nos.366200 to 366239. The then Post Master on noticing the sale of 40 IVPs in place of only 4 IVPs, called upon the petitioner to make good the loss of Rs.18,000/-. As per the petitioner, he was threatened that if he fails to deposit the

amount of Rs.18,000/-, police complaint would be lodged and he would be arrested. The petitioner further claimed that he rushed to his home and sold the jewellery of his wife and deposited the amount of Rs.18,000/- before the closing of the day.

4. On 4.11.1991 i.e. after a period of five years from the sale of IVPs, a person came for encashment of the said IVPs and to receive payment of Rs.40,000/-. The said person approached the Counter Clerk Shri.K.D.Verma, who in turn verified the register maintained by the Supervisor Shri.P.S.Joshi. The entries made on 19.11.1986 were verified and it was noticed that the IVPs were the same 40 IVPs which the petitioner sold in place of 4 IVPs. The statement of the said person was recorded by the Post Master and the said person, i.e. tenderer of the IVPs, agreed that on 19.11.1986 he has only paid an amount of Rs.2000/- so as to purchase 4 IVPs of the denomination of Rs.500/- each, and the remaining IVPs were not purchased by him. Consequently, the said person

was paid an amount of Rs.4000/- on original investment of Rs.2000/- and the balance amount of Rs.36,000/- was not paid to him. The said IVPs were retained by the Post Office.

5. The petitioner thereafter submitted a representation on 14.12.1991 and claimed refund of Rs.36,000/- as maturity amount in respect of the IVPs which were originally valued at Rs.18,000/- which amount had been remitted by the petitioner purportedly by selling the jewellery of his wife. The petitioner did not receive any reply, therefore, repeated reminders were sent by him to the Post Master. Finally by impugned communication dated 21.10.1993, the Senior Post Master informed the petitioner that he would be paid a sum of Rs.18,000/- only by treating the 36 IVPs cancelled. The petitioner therefore accepted the amount of Rs.18,000/- under protest and he claims that he is entitled to receive the balance amount of Rs.18,000/-by treating as if he had purchased the 36 IVPs of the denomination of Rs.500/- each. In short, this Petition is for the

recovery of Rs.18,000/- from the respondents.

6. Admittedly, the petitioner's case was that inadvertently 40 IVPs bearing Nos. 366200 to 366239 were sold to one single party on 19.11.1986 instead of 4 such IVPs. When the Senior Post Master on checking the cash received from the petitioner noticed shortfall of Rs.18,000/-, the petitioner was held responsible and was called upon to remit the said amount and accordingly he remitted the said amount of Rs.18,000/-. It was only after a period of five years after the purchaser came with said 40 IVPs and after his statement was recorded, that the petitioner claimed for the first time that he must be treated to be the purchaser of the 36 IVPs and the maturity amount of Rs.36,000/- ought to have been remitted to him. This claim of the petitioner is frivolous and far fetched. On his representation, an amount of Rs.18,000/- has been rightly refunded to him and it cannot be accepted that he ought to be treated as the purchaser of the balance 36 IVPs so as to refund him an amount of Rs.36,000/- on

their maturity.

7. The stand taken by the respondents cannot be termed as illegal and the petitioner has no vested right to claim himself to be the purchaser, when infact he was assigned the responsibility for the sale of the IVPs on 19.11.1986 and he committed default in his duty in respect of the same. The petitioner was guilty of being negligent while performing his duties and was liable to be proceeded against under the Discipline and Appeal Rules. It is amply proved that by receiving an amount of Rs.2000/- for 4 IVPs, he had handed over 40 IVPs in the denomination of Rs.500/- each. However, the Senior Post Master appears to have closed the case by accepting the amount of Rs.18,000/- deposited by the petitioner. Hence, there is no case made out for granting relief as prayed for.

8. In the premises, the Petition fails and the same is hereby dismissed. Rule stands discharged.

[DR.S.RADHAKRISHNAN,J.]

[SMT.V.K.TAHILRAMANI,J.]